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Remarks/Arguments

Claims 19-23, 25 and 31 are present for examination. The Office Action shows claims 19-23, 25 and 31 are now rejected under 35 U.S.C. §103(a) as being unpatentable over Thomas et al. (U.S. Patent No. 6,301,574) in view of Dilger (Asst Management, maintenance redefined) and further in view of Cohn (Do it yourself electronic catalog RFP).

The previous Office Action (mailed 22 November 2004) also rejected the same claims under 35 U.S.C. §103(a). That rejection was based on Thomas in view of Dilger. Applicants' response filed on 21 February 2005 amended the independent claims by indicating that: (1) the database also include a nondisclosure agreement mechanism; (2) nondisclosure agreement data is received from the user, and (3) then "cataloging the nondisclosure agreement data in the database with the nondisclosure agreement mechanism." Applicants argued that neither Thomas nor Dilger taught or suggested the new claim limitations.

In response to these amendments, the Office Action now adds a third reference (i.e., Cohn) to the §103(a) rejection so that the claims are now rejected under Thomas in view of Dilger in view of Cohn. In other words, Cohn has been added to the rejection in order to overcome the most recent amendments. Indeed, the Office Action states that the

"combination of Thomas et al and Dilger fails to explicitly disclose nondisclosure agreement mechanism and receiving nondisclosure agreement data from a user, cataloging the nondisclosure agreement data in a database with the nondisclosure agreement mechanism. Cohn in the same field of endeavor discloses the concept of Request for Proposal including nondisclosure agreement."

Applicants disagree with this interpretation of Cohn. Cohn does not (alone or in combination with the other references) teach or suggest the most-recently introduced claim amendments. The amended independent claims require a database that has: (a) service provider data structures, (b) manufacturer data structures, (c) a request for proposal

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mechanism, and (d) a nondisclosure agreement mechanism. When the user submits nondisclosure agreement data, the independent claims require that this nondisclosure agreement data is "catalog[ed] ... in the database ... [using] the nondisclosure agreement mechanism". A more direct way of wording this is by stating that 'the nondisclosure agreement mechanism catalogs the nondisclosure agreement data in the database'. One skilled in the art will recognize that this portion of the claim requires the system to **insert** the nondisclosure agreement data into the database. The term "catalog" indicates that the nondisclosure agreement data that is loaded in the database must be organized in such a way that it can be searched and retrieved from the database through standard query means.

One skilled in the art will recognize that the use of the term "cataloging" in the independent claims does not mean to produce an on-line catalog that is the electronic equivalent to a printed catalog, in which products are shown with descriptions and prices so that consumers can order the products after browsing through the catalog. The Cohn reference does not use the term "cataloging" to mean inserting data into a database so that it can be later retrieved. Rather, Cohn discusses how to produce an electronic catalog of products for sale instead of a traditional printed catalog.

As proof that this is true, notice that the Cohn article was published in the "Catalog Age" periodical. "Catalog Age" is for the printed and on-line catalog industry. The web site for this periodical confirms this:

"CATALOG AGE is the magazine for the print and online catalog industries. Published 13 times a year, CATALOG AGE offers exclusive features such as the CATALOG AGE 100, an annual ranking of **the largest catalog companies** in the nation; ... Each month CATALOG AGE also includes news, to keep readers up-to-date on what's happening in the industry..." (emphasis added)
<on-line at multichannelmerchant.com/catalogage/subscriptions/index.html>

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The Cohn article itself confirms that its subject matter is an electronic catalog of products for sale and not the database activity of loaded data in such a manner that it can be later retrieved. The second paragraph of the "TEXT:" section on page 1 of the article states:

After weighing the pros and cons, you've decided to go ahead and produce an electronic catalog, having done your research you're aware that creating an online store, a Website or a CD-ROM differs from slapping the pages of your paper catalog onto a disk or a screen." (emphasis added)

In addition to being directed to printed and online product catalogs, the Cohn article does not teach the steps of "receiving nondisclosure agreement data from the user" and "cataloging the nondisclosure agreement data in the database with the nondisclosure agreement mechanism", as required by the claims. Cohn's only mention of a nondisclosure agreement is that such an agreement should be signed by potential vendors during the RFP, which is the precursor to setting up the online product catalog. Cohn states:


"One caution here [in sending out an RFP as part of choosing the vendor to build your online catalog]: You may want the vendor to sign a nondisclosure agreement to make sure you keep your electronic catalog plans under wrap." (emphasis added)

The Office Action includes the admission that the Thomas and Dilger references fail to teach the claim limitations related to nondisclosure agreement data being cataloged in a database. As has just been discussed, Cohn also fails to teach or suggest (alone or in combination with Thomas and Dilger) these required limitations. Accordingly, Applicants request that the rejections be withdrawn. Applicants therefore kindly request that the 35 USC § 103 rejections be withdrawn and that a Notice of Allowance be mailed.

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In the event a telephone conversation would expedite the prosecution of this application, the Examiner may reach the undersigned at 612-607-7508. If any fees are due in connection with the filing of this paper, then the Commissioner is authorized to charge such fees including fees for any extension of time, to Deposit Account No. 50-1901 (Docket 060021-358201).

Respectfully submitted,



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